

# EXHIBIT A



## SPONSOR AGREEMENT

### SPONSORSHIP DETAILS

Sponsoring Organization: FTX Trading Ltd. ("FTX")

Program Type: Presenting Sponsor

Program Fee: \$4,000,000 Annually for Three Years (Jan 3, 2022 through Dec 31, 2024); Up to; \$12,000,000 Total

Payment Schedule: \$1,000,000 per Calendar Quarter, Due First Business Day of Quarter, Beginning January 3, 2022

Renewal: Exercisable by FTX for an additional year (January 1, 2025 through December 31, 2025) by December 15, 2023 for an additional \$4,000,000 Program Fee under Same Fee Per Event Structure Below

### PROGRAM DETAILS | CONFERENCES

FTX TO RECEIVE THE BELOW BENEFITS FOR THE FOLLOWING IN-PERSON CONFERENCES HOSTED BY SALT, COMMENCING IN 2022: THREE (3) INSTALLMENTS OF SALT NEW YORK (OR DOMESTIC EQUIVALENT), THREE (3) INSTALLMENTS OF SALT ABU DHABI (OR MENA EQUIVALENT) AND THREE (3) INSTALLMENTS OF SALT SINGAPORE (OR APAC EQUIVALENT) TO THE EXTEND OCCURING DURING THE TERM OF JAN 3, 2022 THROUGH DECEMBER 31, 2024.

#### ACCESS

- **DELEGATE PASSES**

Provide access for up to 30 attendees, including all core editorial sessions and evening events, as well as the SALT networking platform. Should FTX wish to provide a pass(es) to non-employees, SALT reserves final approval rights for each prospective attendee. Additional delegate passes may be secured at an agreed-upon discounted rate.

- **PARTICIPANT LIST**

Provide access to the participant list 21 days in advance, along with requested updates thereafter. A final list will be delivered at the conclusion of each event. Email addresses will be included. Note this is for internal and business development use only and not to be added to distribution lists or marketing tools.

- **VIP EVENTS**

Provide access for up to ten (10) attendees to select VIP programming, as well as a dedicated onsite lounge, where available. Attendees must be in-person delegate pass holders unless otherwise approved by SALT.

- **VIP SPEAKER DINNER**

Provide access for one (1) attendee to each VIP Speaker Dinner. Attendee must be an in-person delegate pass holder unless otherwise approved by SALT.

#### BRANDING

- **PRESENTING SPONSOR**

FTX to appear as 'Presenting Sponsor' in all promotional materials and event signage. SALT to prominently display FTX branding in all relevant domains, including but not limited to the print materials and digital signage throughout the conference space, as well as the SALT website, social media and email marketing. Placement will be exclusive for SALT New York. Placement will be shared for international SALT events, such as SALT Abu Dhabi.

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## SPONSOR AGREEMENT

- **ONSITE ACTIVATION**

Provide space onsite for a brand activation. FTX reserves the right of first refusal for placement. Basic setup costs, including power and venue-provided furniture, to be covered by SALT. Extra costs, such as a custom build-out, specialty lighting and catering, to be covered by FTX. FTX to work with SALT's chosen production partner execution, where applicable.

- **SALT MAGAZINE**

FTX to place a full-page advertisement on the back cover of the the SALT Magazine. Any design costs associated with the advertisement to be covered by FTX. Printing and shipping costs to be covered by SALT.

- **BRANDED GIFT**

FTX reserves the right of first refusal to co-brand the SALT delegate bag. All costs related to the SALT delegate bag to be covered by SALT. In addition, FTX reserves the right to place a branded gift or item in the SALT delegate bag, available to all in-person attendees. All costs related to the branded gift or item to be covered by FTX.

### CONTENT

- **SPEAKING OPPORTUNITIES**

Provide placements for up to three (3) speakers. Content, role and timing to be finalized in partnership with SALT. No more than one company representative is permitted per panel. At least one (1) placement will be on the Main Stage.

- **CUSTOM EVENT**

SALT to plan and manage a custom event for FTX. Reasonable costs, such as food and beverage, for up to 20 attendees is included. Venue sourcing will be done in partnership with SALT, if offsite.

- **PR SUPPORT**

FTX to receive assistance with media exposure onsite from SALT's PR agency of record.

### OTHER CONSIDERATIONS

- **ACCOMMODATIONS**

SALT to provide standard accommodations for up to ten (10) attendees at the host hotel. Check-in will be the evening before the event. Check-out will be the day after stage content concludes. Incidentals and room upgrades to be covered by FTX.

- **AIRFARE - SALT ABU DHABI ONLY**

Should SALT confirm a partnership with Etihad, SALT to provide three (3) attendees round-trip flights in business class. Internal discounts for flights on Etihad and Emirates will also be available for FTX.

## PROGRAM DETAILS | SALT TALKS: CRYPTO

SALT TO LAUNCH SALT TALKS: CRYPTO, A DISTINCT CONTENT VERTICAL IN JANUARY 2022. EPISODES WILL AIR WEEKLY VIA YOUTUBE AND PODCAST.

- **PRESENTING SPONSOR**

FTX to appear as 'Presenting Sponsor' in all promotional materials. SALT to prominently display FTX branding in all relevant domains, including but not limited to the SALT website, social media and email marketing. FTX logo to be

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## SPONSOR AGREEMENT

included in the video itself.

- **SPEAKING OPPORTUNITIES**

FTX reserves the right to provide speakers and/or moderators from its staff and extended network. SALT reserves final approval for all speakers.

- **RECORDING LOGISTICS**

SALT to manage all recording logistics, such as Zoom setup and post-production. All costs related to technology requirements to be covered by SALT.

- **PROMOTION**

SALT to manage all promotional elements, such as email marketing and social clips. All costs related to social promotion to be covered by SALT.

### PROGRAM DETAILS | CRYPTO BAHAMAS

SALT TO MANAGE AND PRODUCE A NEW 2022 EVENT IN THE BAHAMAS, IN COLLABORATION WITH FTX.

- **BUDGET**

SALT and FTX agree upon a preliminary budget of \$5,000,000 for the event. FTX to act as signatory on major contracts and front all costs, including but not limited to venue, production, catering and travel and entertainment. SALT to receive written approval for any major budget item or adjustments.

- **SIGNATORY**

FTX to review, approve and execute all contracts for Crypto Bahamas, in consultation with SALT. SALT will not enter into any agreements with external parties on behalf of FTX.

- **EVENT MANAGEMENT**

SALT to assume primary responsibility for event programming, marketing, sponsorship and ticket sales, in collaboration with FTX team. FTX to work with SALT on introductions within its network. SALT to include FTX pay integration for attendees seeking to purchase tickets with crypto.

- **REVENUE MANAGEMENT**

Should any revenue derived from sponsorship and ticket sales for the event exceed costs incurred by FTX, a revenue share would occur. FTX to keep 75% of profit, SALT to keep 25% of profit. FTX will donate any of its proceeds in excess of cost to charity; SALT will consider doing so as well.

### PROGRAM DETAILS | ADVISORY

SALT TO LIAISE WITH POTENTIAL BUSINESS PARTNERS ON BEHALF OF FTX.

- **ADVISORY SERVICES**

SALT and SkyBridge to facilitate introductions for FTX to leading hedge funds, family offices and high net worth investors.



## SPONSOR AGREEMENT

## COMPANY INFORMATION

PLEASE LIST COMPANY DETAILS EXACTLY AS THEY SHOULD APPEAR ON ALL PRINT AND WEBSITE MATERIALS

Company:

Address:

City:

State:

Zip:

Country:

## SIGNATORY INFORMATION

Name:

Title:

Phone:

Email:

## BILLING

Name:

Title:

Phone:

Email:

## PAYMENT INFORMATION

Signed Contract Due: Monday, December 27, 2021

Total Payment: Up to \$12,000,000

First Payment Due: Monday, January 3, 2022

## SIGNATURES

SPONSOR AGREES TO ALL TERMS AND CONDITIONS LISTED WITHIN THIS AGREEMENT

## SPONSOR

DocuSigned by:

Signature:

Sam Bankman-Fried

Printed Name: Sam Bankman-Fried

Firm: FTX Trading LTD

Date: 1/3/2022

## SALT

DocuSigned by:

Signature:

Robert Phillips

Printed Name: Robert Phillips

Firm: SALT Venture Group, LLC

Date: 1/3/2022



## SPONSOR AGREEMENT

### INVOICE DETAILS

Company: FTX

Invoice #: SALTGLOBAL2022FTX

Invoice Date: Monday, December 20, 2021

Re: SALT Global Sponsorship - FTX - 1 of 12

Total Sponsorship Amount: \$1,000,000

Payment Due: Monday, January 3, 2022

### PAYMENT INSTRUCTIONS

#### PAYMENT VIA WIRE

Bank wire payment shall be made to the following:

JP Morgan Chase Bank, New York, NY 10036

ABA #021-000-021

SWIFT Code: CHASUS33

F/A/O: SALT Venture Group, LLC

A/C#: 403-245-280

Please reference your invoice number

Please ensure remittance covers all bank/wire fees



## SPONSOR APPLICATION & AGREEMENT TERMS AND CONDITIONS

1. The organization ("FTX") identified in the preceding Sponsorship Application (the "Application") and SALT Venture Group, LLC ("SALT" and, together with FTX, each a "Party") each hereby confirm their agreement, dated as of December 24, 2021 (the "Agreement") (i) that FTX shall serve as presenting sponsor to (a) the stated SALT Conferences (each, the "Event") to be organized by SALT, to be held at times and places to be determined by SALT as contemplated by the Sponsorship Application commencing in 2022 (as may be extended, as set forth in the Application) and (b) SALT Talks: Crypto and (ii) to collaborate, on the terms set forth in the Application's Program Details, with respect to the Crypto Bahamas conference to be organized by SALT and with respect to the advisory relationship contemplated by the Application.
2. Should an Event or SALT Talks: Crypto not take place within the intended calendar year, FTX retains the right to deduct payment per incomplete Event or SALT Talks: Crypto commencing in the next year. Each Event or SALT Talks: Crypto will be assigned the following value: \$1,000,000 for SALT New York; \$1,000,000 for SALT Abu Dhabi; \$1,000,000 for SALT Asia; and \$1,000,000 for SALT Talks: Crypto. For example, should all Events and SALT Talks: Crypto take place in 2022 except for SALT Asia, the total fee due in 2023 would be \$3,000,000. As such, payments in 2023 would be due in Q1, Q2 and Q3 only. If a deduction carries past the term of the agreement, FTX will be owed a refund from SALT, payable within three (3) months of the last day of the agreement, unless the parties subsequently agree otherwise.
3. Specific to SALT Abu Dhabi and SALT Asia, should a co-presenting sponsor be secured, FTX will be entitled to a 15% reduction in the fee due for that specific event. FTX will also have veto right over any co-presenting sponsor that is a competitor to FTX (as determined by FTX in its reasonable discretion) or that is not a state, state-owned or affiliated entity.
4. The Parties agree that each Event shall be subject to terms and conditions substantially in the form set forth in Appendix A hereto.
5. The execution, delivery and performance by each Party of this Agreement and the consummation of the transactions contemplated hereunder are within the power and authority of such Party and have been duly and validly authorized and delivered by all necessary actions on the part of such Party. Each Party has the full legal right, power and authority to carry out the transactions contemplated by this Agreement.
6. This Agreement has been duly executed and delivered by each Party and constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms.
7. The execution, delivery and performance by each Party of this Agreement and the consummation of the transactions contemplated hereby do not: (i) violate, conflict with or result in a breach or termination of any term, condition, or provision of or constitute a default under any agreement of such Party, (ii) require the consent, approval or authorization of any third party; (iii) violate any provision of any applicable federal, state, local or foreign law, or any applicable rule, regulation, order, award, judgment or decree of any court or federal, state, local or foreign regulatory board or body or administrative agency; (iv) violate, conflict with or result in a breach or termination of any term, condition, or provision of or constitute a default under any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or other material contract to which a Party is a party, except as would not reasonably be expected, individually or in the aggregate, to be material to the Party's ability to consummate the transactions contemplated by this Agreement.
8. This Agreement may only be terminated with the consent of the other Party. Amounts paid hereunder are non-refundable.
9. Each party shall execute such other and further certificates, instruments and other documents as may be reasonably necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.
10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Agreement. This Agreement may be executed electronically (e.g., facsimile or portable document format or "PDF") and such electronic signatures shall be binding on each of the parties as if originally executed.
11. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the internal laws of the State of New York. Any controversy or claim between the parties hereto arising out of or related to the provisions of this Agreement or the breach thereof, shall be settled by arbitration by one arbitrator in New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.





# APPENDIX A SAMPLE TERMS & CONDITIONS

1. APPLICATION. The organization ("FTX" or the "Sponsor") identified in the Sponsorship Application form (the "Application") hereby applies to sponsor the SALT Conference (the "Event") organized by SALT Venture Group, LLC ("SALT") to be held in [location] between [dates].
2. AGREEMENT TO CONDITIONS. This document, together with each of the Application and Sponsor Agreement dated as of November 1, 2021 (the "Sponsor Agreement"), each of which is incorporated herein by reference, makes up the entire agreement between the parties (the "Agreement"). The Sponsor, for itself, its employees and agents, agrees to abide by the conditions set forth in this Agreement, as well as to any conditions set forth in any information update with respect to the Event that SALT may send to the Sponsor from time to time. Sponsor acknowledges that, except as specifically provided in this Agreement, Sponsor has no rights to occupy or control the premises or facilities at which the Event is held (hereafter the "Event Facilities"). Sponsor further acknowledges that the owner of the Event Facilities has sole control over the Event Facilities, and Sponsor agrees to hold SALT harmless for any loss or injury suffered by Sponsor, or Sponsor's employees or agents while using the Event Facilities unless that loss or injury results directly from the gross negligence or willful misconduct of SALT or SALT's employees or agents.
3. PAYMENT OF SPONSORSHIP. Failure to pay amounts due under the Sponsor Agreement on a timely basis will give SALT the right in its sole discretion to terminate Sponsor's right to sponsor the Event upon notice to the Sponsor. Any such termination shall be in addition to SALT retaining all rights and remedies hereunder and thereunder, including the right to obtain full payment of all fees set forth in the Sponsor Agreement. The sponsorship fee is non-refundable.
4. PROPERTY INSURANCE. Sponsor understands and acknowledges that neither SALT nor the owner of the Event Facilities maintains insurance covering the Sponsor's property. If Sponsor wishes to insure its goods while at the Event Facilities, it must do so at its own expense.
5. LIABILITY INSURANCE. Sponsor is solely responsible for maintaining proper liability insurance coverage for any loss or injury caused at the Event by Sponsor, its employees, or its agents.
6. CARE OF THE SPONSOR'S SPACE. Sponsor must, at its own expense, maintain and keep in good order the Sponsor's area at the Event, including trash removal, which may be ordered through the Event Facility.
7. PROTECTION OF THE EVENT FACILITIES. Nothing shall be posted or tacked, nailed, screwed, glued or otherwise attached to columns, walls, floors or other parts of the Event Facilities without permission of SALT and the management of the Event Facilities. Packing, unpacking, and assembly of material shall be done only in designated areas and in conformity with directions of SALT and the Event Facilities management.
8. DEFAULT OCCUPANCY. Sponsor's failure to appear or participate at the Event shall not relieve the Sponsor of its obligation to make full payment to SALT and SALT shall have the right to seek other sponsors at its discretion.
9. PERSONNEL. Sponsor personnel shall: (i) dress in appropriate business attire and (ii) display, promote or sell their products in a manner consonant with the high standards of the Event and SALT. SALT reserves the right to monitor the activities of Sponsor, its agents, and employees during the course of the Event and, upon determining that Sponsor or its personnel has violated this provision, SALT may immediately exclude Sponsor from the Event. Such determination shall be in the sole discretion of SALT.
10. LIMITED LIENS. SALT hereby grants Sponsor a royalty-free, non-exclusive, non-transferable license to use the name "SALT", the Event logo (as shown on the Event website [www.saltconference.com](http://www.saltconference.com)) (together, the "SALT IP") for the Sponsor's sole and exclusive use in its sales and marketing literature prepared by Sponsor for the Event (the "Literature"), as may be approved by SALT as described herein. Sponsor's license to the SALT IP shall terminate upon the conclusion of the Event. Sponsor shall submit the Literature using the SALT IP to SALT for its review at least 10 business days prior to the commencement of its usage, and Sponsor agrees to make such revisions to the nature and quality of the SALT IP and the Literature as may be requested by SALT, provided, however, that if SALT does not object to Sponsor's use of the Literature at least 3 business days prior to the commencement of the Event, it shall waive its right to object. In the event that SALT does object, then Sponsor shall comply therewith. Nothing herein gives Sponsor any right, title or interest in the SALT IP other than the right to use the SALT IP in accordance with this paragraph. Sponsor hereby grants SALT a royalty-free, non-exclusive, non-transferable license to use its name and mark (as provided to SALT) for SALT's sole and exclusive use on the website [www.saltconference.com](http://www.saltconference.com), all Event brochures, and sales and marketing literature prepared by SALT for the Event.
11. INTELLECTUAL PROPERTY. Sponsor hereby consents to its name; mark; likenesses of its personnel and their sounds and verbal statements made during and in connection with the Event (including any speakers appearing at the Event on its behalf); or any written materials it produces for the Event (the "Appearance") being included and/or reproduced in the Event website, sales and marketing literature, photographs, videos or other recordings taken at the Event and authorizes the use and reproduction of such by SALT or any other person authorized by SALT, provided done in a manner consistent with the intent and purpose of the parties under this agreement.

All such materials, including any and all intellectual property in connection therewith, shall be the sole property of SALT. Sponsor hereby authorizes the use of such materials an unlimited number of times in perpetuity, provided done in reasonable coordination and cooperation with FTX, for educational and commercial purposes at any time or in any format, including distribution by any broadcast throughout the universe, over television, radio, cable, the Internet or any other physical or electronic media, or in any other media now known or later developed. Nothing herein shall transfer ownership of the copyright in the Sponsor's participation or its materials to SALT; however, Sponsor acknowledges that SALT shall be the exclusive owner of the copyright in the Event.

- Sponsor hereby expressly releases SALT, and its assigns, agents and employees from all privacy, defamation or other claims, demands, and liabilities whatsoever in connection with the use of any of the above. Sponsor waives any right of inspection or approval of the uses which may be made of the Materials or of its Appearance in the Program, except as set forth herein.
12. CANCELLATION OR RELOCATION OF THE EVENT. Should the Event be cancelled due to circumstances within SALT's direct control, SALT's liability to Sponsor shall be limited to a refund of the sponsorship fee paid by Sponsor to SALT, such fee to be determined by SALT as a portion of the Sponsor Agreement's annual fee in relationship to the deliverables set forth in the Sponsor Agreement for a given year (the "Fee"). Should the Event be cancelled or relocated due to circumstances beyond the control of SALT, including Force Majeure as outlined in Section 19 below, SALT shall have no liability of any kind to Sponsor beyond amounts set forth under Section 19 below.
  13. SALT'S RIGHT TO REMOVE SPONSOR'S PROPERTY. SALT reserves the right to remove from the Event Facilities any or all of Sponsor's property should the Event be canceled or relocated or should the Sponsor violate this Agreement. This right may be exercised without prior notice and hearing.
  14. VIOLATIONS OF THE AGREEMENT. Any of the following actions by Sponsor shall constitute a violation of the conditions of this Agreement:
    - Violation of any municipal, state or federal laws, rules or regulations, including safety codes.
    - Failure to follow the terms or procedures prescribed in Sections 2 through 13 of this Agreement.
    - Failure to remove its property from the Event Facilities upon notice of cancellation or relocation of Event from SALT.
  15. LIMITATION OF LIABILITY; INDEMNITY. SALT does not assume any responsibility for the protection and safety of Sponsor, Sponsor's employees, agents, or guests, or for the protection of the property of Sponsor, its employees, agents, or guests, from theft or damage or destruction by fire, accident or other cause, unless due to SALT's gross negligence or willful misconduct. Any security services provided by SALT shall be deemed purely gratuitous and shall in no way be construed to make SALT liable for any loss or inconvenience suffered by Sponsor.

The Sponsor shall indemnify and hold harmless SALT and its employees and agents against all claims or liability of any nature whatsoever arising from the negligent activities (or omissions) of the Sponsor, its employees or agents or from Sponsor's display or other property, other than claims and liabilities which are caused by or arise directly out of the gross negligence or willful misconduct of SALT, its employees, or agents. Sponsor further assumes responsibility and agrees to indemnify and defend SALT and the ownership and management of the Event Facilities and their respective employees and agents against any claims or liabilities of either SALT or the Event Facilities which are caused by or arise out of Sponsor's use of the Event Facilities. SALT shall not have any liability for losses (in contract, tort, warranty or otherwise) incurred in connection with any typographical errors or other inaccuracies (such as in a Sponsor's name, address, phone number or e-mail address) which may ultimately appear in any SALT poster, slide or other Event material.

16. REMEDIES. In the event SALT violates a material provision of this Agreement, Sponsor reserves the right to terminate the Agreement on a go forward basis, without further payment. In the event Sponsor violates any provision of this Agreement, SALT reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this Agreement or available under applicable law:
  - SALT may order Sponsor to immediately remove its material, employees, and agents, or have them removed under the provisions of Section 13.
  - SALT may cancel Sponsor's sponsorship of the Event, or refuse to enter into any new agreement, with Sponsor or any entity related to Sponsor, including, but not limited to, any sponsorship agreement, exhibitor agreement, or agreement to attend or participate in any SALT event. Sponsor will not be entitled to the return of its sponsorship fee if SALT cancels its sponsorship.
17. ARBITRATION. Any controversy or claim between the parties hereto arising out of or related to the provisions of this Agreement or the breach thereof, shall be settled by arbitration by one arbitrator in New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
18. JURISDICTION. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the internal laws of the State of New York.
19. FORCE MAJEURE. Should events beyond the reasonable control of Sponsor or SALT, including but not limited to acts of God, war, strikes, government regulation, civil disturbance, terrorism, disaster, fire, earthquakes, cessation of transportation, public health outbreaks and/or pandemics, unreasonable extreme inclement weather or any other comparable conditions occur, making it illegal or impossible to fully perform under this agreement as the parties originally contracted, SALT's liability to Sponsor shall be a refund of the Fee, as reduced by out of pocket expenses directly attributable to the fulfillment of deliverables associated with the Sponsorship, as determined by SALT in its sole discretion.